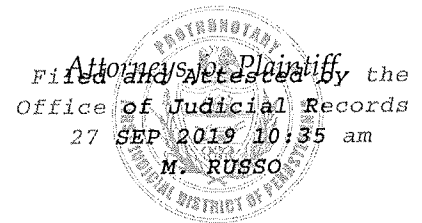


EXHIBIT A

Gawthrop Greenwood, PC

By: John E. D. Larkin
Pa. Supreme Court No: 307270
17 East Gay Street, Suite 100
P.O. Box 562
West Chester, PA 19381-0562
(610) 696-8225
(610) 696-7111 (fax)
jlarkin@gawthrop.com



RYAN HUNTER
828 Ruben Kehrre Road
Muncy, PA 17756

Plaintiff,

v.

M-B COMPANIES, INC.
a/k/a
M-B COMPANIES, INC. OF WISCONSIN
79 Montgomery Street
Montgomery, PA 17752

Defendants.

IN THE COURT OF COMMON PLEAS
PHILADELPHIA, PENNSYLVANIA

CIVIL ACTION - LAW

September Term, 2019

Case No: 190900662

COMPLAINT

Ryan Hunter is a former employee of M-B Companies, Inc., working as a Field Service Technician. Although his job duties were blue-collar, he was wrongly classed as an exempt employee, and paid an annual salary based on a forty-hour work week. He now seeks to recover back-overtime pay, liquidated damages, and statutory penalties.

PARTIES

1. Plaintiff is Ryan Hunter, an adult individual residing at the above-captioned address.
2. Defendant is M-B Companies, Inc., also known as M-B Companies, Inc. of Wisconsin, a foreign business corporation with a registered address of 79 Montgomery St., Montgomery, PA 17752.

3. Defendant M-B Companies, Inc. is believed and therefore averred to be a wholly owned subsidiary of Aebi Schmidt.

JURISDICTION & VENUE

4. The Court of Common Pleas has subject matter jurisdiction over this matter pursuant to 42 Pa.C.S. § 931, which vests this Court with “unlimited original jurisdiction of all actions and proceedings” not otherwise provided for by law, and over the Fair Labor Standards Act Claim pursuant to 29 U.S.C. § 216, which permits claims in “any Federal or State court of competent jurisdiction by any one or more employees for and in behalf of himself or themselves and other employees similarly situated.”

5. The Court of Common Pleas has *in personam* jurisdiction over the defendant in this matter pursuant to 42 Pa.C.S. § 5301(a)(2), inasmuch as the corporate Defendant is a foreign corporation under the laws of this Commonwealth, and carries on a continuous and systematic part of its general business within this Commonwealth.

6. Venue is appropriate in the Court of Common Pleas of Philadelphia County pursuant to Pa.R.Civ.P. 2179, because M-B Companies, Inc. regularly conducts business in Philadelphia.

FACTS COMMON TO ALL COUNTS

7. M-B Companies manufactures, sells, and services airport snow removal products, including to the Philadelphia International Airport, pavement marking and striping products, vehicle attachments, and brushes.

8. To that end, M-B Companies employs field service technicians to provide repair services to clients who have purchased M-B equipment.

9. On or about January 26, 2016, Mr. Hunter was offered employment with M-B Companies as a Service Technician based at that company's Pavement Marking Division located at 79 Montgomery Street in Montgomery, PA. (Offer-Letter, attached at Exhibit "A").

10. The offer letter describes the position as "a salaried exempt employee with a starting annual salary of \$50,000." (*Id.*)

11. Mr. Hunter was entitled to two weeks of paid vacation pursuant to his offer letter. (*Id.*)

12. In fact, however, the job duties appended to the offer letter make clear that this position does not meet the Fair Labor Standards Act's definition of "exempt." Specifically, M-B Companies' Service Technicians were required to:

- a. Install new or modified equipment at customer's facility to ensure full functionality according to specifications.
- b. Review performance reports and documentation from customers and field representatives, and inspect malfunctioning or damaged products to determine nature and scope of problem.
- c. Prospect, introduce, and demonstrate equipment to potential customers and dealers. Work with prospective customers to write specifications that require the unique features of M-B equipment.
- d. Deliver demonstration equipment to customers and dealers, conduct equipment demonstrations for customer personnel, function as a resource to answer future equipment related questions.
- e. Participate in the creation of a sales forecast that will be used to help establish equipment build schedules.

- f. Analyze review and inspection findings to determine sources of problems and recommend repairs, replacement, or other corrective actions.
- g. Coordinate problem resolution utilizing photography or video equipment with engineering, customer service, and other personnel to expedite repairs.
- h. Develop service handbooks and bulletins based on field investigations, engineering changes and overall knowledge of products.
- i. Provide on-site technical assistance to help troubleshoot and repair equipment.
- j. Analyze reports of technical problems to determine trends affecting future design, production, service, and maintenance processes, and recommend modifications to eliminate future problems.
- k. Develop and conduct training on the safe operations of the equipment and demonstrate skills to trainees, including both team members and customers.
- l. Evaluate field installations and recommend design modifications to eliminate machine or system malfunctions.
- m. Attend trade shows which may include assembling and disassembling booth and equipment.

13. These job duties as set forth in the offer letter describe a non-exempt blue collar position.

14. After his hire, Mr. Hunter discovered that the day-to-day performance of his duties principally involved—as the title suggests—servicing equipment sold by M-B Companies.

15. In short, the job as actually performed requires knowledge and skill, but is a blue-collar position.

16. Between his hire and departure from the company, Mr. Hunter traveled to job-sites to evaluate and repair equipment in Little Rock AK, Dallas TX, Owings Mills MD, Byron Center, MI, Oneida County, NY, Safety Signs, MN, Knoxville, TN, Atlanta GA, Shreveport, LA, Aurora, IL, Charlotte, NC, Cape Coral FL, many sites in the Commonwealth of Pennsylvania, and to other locations.

17. Mr. Hunter generally worked seventy-five hours per week or more, not including excludable travel time.

18. Mr. Hunter's salary presumed a forty-hour week, as evidenced by the handbook (attached at Exhibit "B") and his pay-stubs (attached at Exhibit "C").

19. Thus, Mr. Hunter's hourly wage in his first year was twenty-five dollars per hour.

$$(\$50,000 \div 50 \text{ weeks}) \div 40 \text{ hours} = \$25 \text{ dollars per hour.}$$

20. Starting on the week ending July 15, 2016, Mr. Hunter received a raise to an annual salary of \$51,500, and as a result his hourly wage in his second year was twenty-five dollars and seventy-five cents per hour.

$$(\$51,500 \div 50 \text{ weeks}) \div 40 \text{ hours} = \$25.75 \text{ dollars per hour.}$$

21. Starting on the week ending July 28, 2017, Mr. Hunter received a raise to an annual salary of \$53,100, and as a result his hourly wage became twenty-six dollars and fifty-five cents per hour.

$$(\$53,100 \div 50 \text{ weeks}) \div 40 \text{ hours} = \$26.55 \text{ dollars per hour.}$$

22. Starting on the week ending October 12, 2018, Mr. Hunter received a raise to an annual salary of \$54,636.40, and as a result his hourly wage became twenty-seven dollars and thirty-two cents per hour.

$$(\$54,636.40 \div 50 \text{ weeks}) \div 40 \text{ hours} = \$27.32 \text{ dollars per hour.}$$

23. Mr. Hunter's last week with M-B Companies was the week of May 3, 2019.

COUNT I: FAIR LABOR STANDARDS ACT ("FLSA") 29 U.S.C. § 201, et seq.

24. The foregoing paragraphs are incorporated by reference as if fully set forth herein.

25. Mr. Hunter is entitled to overtime pay for each week that he worked in excess of forty hours, because he is not an exempt employee under FLSA.

26. Following investigation, it is apparent that Mr. Hunter worked approximately seventy-five hours in each calendar week, and took substantially no vacation or sick time over the period of his employment with M-B Companies, Inc.

27. Following investigation, it is apparent that M-B Companies was informed by multiple employees that Mr. Hunter and similarly situated technicians were not exempt and were entitled to overtime. M-B Companies, Inc. intentionally ignored this notice.

28. It is believed, and therefore averred, that M-B Companies has improperly classified Mr. Hunter's position in its records in order to conceal the true nature of his job duties.

29. It is believed, and therefore averred, that M-B Companies has otherwise failed to keep records regarding Mr. Hunter's employment as required by the FLSA.

30. In short, it is alleged that M-B Companies willfully knew and concealed the fact that Mr. Hunter's position was non-exempt in a deliberate attempt to deceive him into believing that he was not entitled to overtime pay so as to equitably toll the statute of limitations back to the date of his hire.

31. In any event, M-B Companies knew of the requirement that it pay Mr. Hunter and similarly situated employees overtime at the time of Mr. Hunter's hire, but willfully ignored that obligation so as to extent the statute of limitations from two-to-three years.

32. Mr. Hunt is therefore entitled to recover \$234,031.90 in unpaid overtime. (See Exhibit "D").

33. Mr. Hunt is entitled to double damages under FLSA, as well as attorneys' fees.

WHEREFORE, based on the foregoing, plaintiff Ryan Hunter respectfully requests that this Court enter JUDGMENT in his favor and against M-B Companies, Inc in the total amount of \$526,571.78, representing \$234,031.90 in unpaid overtime, \$234,031.90 in FLSA liquidated damages, and \$58,507.90 in liquidated damages under the WPCL, together with attorneys' fees, costs, and such additional relief as this Court deems proper.

***COUNT II: VIOLATIONS OF THE PENNSYLVANIA
WAGE PAYMENT & COLLECTION LAW ("WPCL") 43 P.S. 260.1, et seq.***

34. The foregoing paragraphs are incorporated by reference as if fully set forth herein.

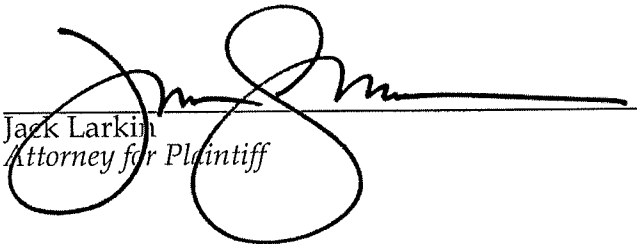
35. For all the reasons the statute of limitations is equitably tolled with respect to the FLSA, it is also tolled as to the WPCL.

36. The failure to pay overtime wages constitutes a violation of the WPCL as well as the FLSA, and entitles Mr. Hunter his unpaid overtime together with a liquidated penalty of \$58,507.98 in liquidated damages, as well as attorneys' fees and court costs.

WHEREFORE, based on the foregoing, plaintiff Ryan Hunter respectfully requests that this Court enter JUDGMENT in his favor and against M-B Companies, Inc in the total amount of \$526,571.78, representing \$234,031.90 in unpaid overtime, \$234,031.90 in FLSA liquidated damages, and \$58,507.90 in liquidated damages under the WPCL, together with attorneys' fees, costs, and such additional relief as this Court deems proper.

Date: *September 26, 2019*

By:



Jack Larkin
Attorney for Plaintiff

A



January 26, 2016

Mr. Ryan Hunter
1126 Tucker Street
Williamsport, PA 17701

Dear Ryan:

I am pleased to offer you the position of Service Technician at M-B Companies, Inc. In this position you will be classified as a salaried exempt employee with a starting annual salary of \$50,000. This position will be based at the Pavement Marking Division located at 79 Montgomery Street in Montgomery, PA. This position will require extensive travel to customer locations.

Essential duties and functions of the position have been described in the Job Description (copy attached). Please be aware that company policy requires all new employees to successfully complete a pre-employment drug screen and background check.

M-B offers an attractive benefit program that includes life, health, dental, vision and disability insurance, paid vacation, a 401k retirement program, paid holidays, and a tuition reimbursement program. These benefits will become available after a ninety day orientation period and are described in detail in the Contributor's Guide. Reviews with respect to employee performance are held annually effective in July of each year.

You will be entitled to 32 hours of paid vacation to be used through June 30, 2016. Thereafter, you will be granted 80 hours each July 1st until you reach the next vacation plateau as noted in the Contributors Guide.

Ryan, we have enjoyed speaking with you and look forward to receiving a favorable reply. If you have any questions about the position or any item detailed here, please feel free to give me a call at (920) 898-1003.

Sincerely,

Tim Stadler

Tim Stadler
Human Resources Manager

Corporate Office
1615 Wisconsin Avenue
P.O. Box 200
New Holstein, WI 53061
800.558.5800

Airport Maintenance
Products
1200 Park Street
Chilton, WI 53014
800.558.5800

Attachments
1615 Wisconsin Avenue
New Holstein, WI 53061
800.558.5800

Multi-Service Vehicle
1615 Wisconsin Avenue
New Holstein, WI 53061
800.558.5800

Pavement Marking-East
79 Montgomery Street
Montgomery, PA 17752
888.323.2900

Pavement Marking-West
2490 Ewald Avenue SE
Salem, OR 97302
800.253.2909

Replacement Brushes
1217 E Chestnut Street
Chilton, WI 53014
800.558.5800



Job Title: Service Technician
Reports To: Business Unit Director
FLSA Status: Exempt
Department: Sales Department
Division: Pavement Marking Equipment
Location: Montgomery, Pennsylvania
Prepared By: Tim Stadler
Date: 06-01-2012

Summary: Plans and coordinates activities concerned with demonstrating equipment to customers and prospective dealers, installing equipment, investigating and resolving customer reports of technical problems with equipment, and eliminating future operational or service difficulties by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Installs new or modified equipment at customer's facility to ensure full functionality according to specifications.

Reviews performance reports and documentation from customers and field representatives, and inspects malfunctioning or damaged product to determine nature and scope of problem.

Prospect, introduce, and demonstrate equipment to potential customers and dealers. Work with prospective customers to write specifications that require the unique features of M-B equipment.

Deliver demonstration equipment to customers and dealers, conduct equipment demonstrations for customer personnel, function as a resource to answer future equipment related questions.

Participates in the creation of a sales forecast that will be used to help establish equipment build schedules.

Analyzes review and inspection findings to determine source of problem, and recommends repair, replacement, or other corrective action.

Coordinates problem resolution utilizing photography or video equipment with engineering, customer service, and other personnel to expedite repairs.

Develops service handbooks and bulletins based on field investigations, engineering changes and overall knowledge of product.

Provides on-site technical assistance to help troubleshoot and repair equipment.

Analyzes reports of technical problems to determine trends affecting future design, production, service, and maintenance processes, and recommends modifications to eliminate future problems.

Provide a communication link between the customer and the company to help ensure that effective service is provided to the customer.

Develops and conducts training on the safe operations of the equipment and demonstrates skills to trainees, including both team members and customers.

Evaluates field installations and recommends design modifications to eliminate machine or system malfunctions.

Attends trade shows which may include assembling and disassembling booth and equipment.

Competency:

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Design - Generates creative solutions; Translates concepts and information into images; Uses feedback to modify designs; Applies design principles; Demonstrates attention to detail.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; listen and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Team Work - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed; Recognizes accomplishments of other team members.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilizes others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Cost Consciousness - Works within approved budget; Develops and implements cost saving measures; Contributes to profits and revenue ; Conserves organizational resources.

Diversity - Shows respect and sensitivity for cultural differences; Promotes a harassment-free environment; Builds a diverse workforce.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. **80-90% of extensive travel is required.** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Associates Degree in related technical field and two to four years related sales experience and/or training; or equivalent combination of education and experience.

Language Ability:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information, demonstrate equipment and respond to questions from groups of managers, clients, customers, and the general public.

Math Ability:

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills:

To perform this job successfully, an individual should have knowledge of Microsoft Word processing software; Microsoft Excel spreadsheet software, knowledgeable of photo and video equipment.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to work near moving mechanical parts. The employee is occasionally exposed to fumes or airborne particles; outdoor weather conditions; risk of electrical shock; risk of radiation and vibration.

The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this job include Close vision, Distance vision, Peripheral vision, Depth perception and Ability to adjust focus. While performing the duties of this Job, the employee is regularly required to talk or hear and taste or smell. The employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to climb or balance and stoop, kneel, crouch, or crawl. Extensive travel is required for this position (80-90%).

B

Students: All students (whether hired for the summer or during the school year) are considered part-time employees regardless of the number of hours worked. Students are not eligible for benefits (except as otherwise required by law).

The above employees will fall within one of the following classifications:

Non-Exempt Employees: Non-exempt employees are eligible for overtime pay for hours worked in excess of 40 hours in a week in accordance with state and federal wage and hour laws.

Exempt Salaried Employees: Exempt salaried employees (referred to herein at times as "exempt employees") are not eligible for overtime pay. Notwithstanding anything to the contrary in this handbook, the salary of exempt employees will not be subject to deductions because of variations in quality or quantity of work performed, except to the extent permitted by the U.S. Dept. of Labor Regulations 29 C.F.R. §541.602(a) or (b). An exempt employee who believes that the Company has made an improper deduction from his or her salary should promptly report such concern to the Company. A complaint regarding an improper deduction should be directed to the Administrative Manager for your location or the Human Resources Manager. The complaint will be promptly and fully investigated to ensure compliance with this policy. In the event an improper deduction was made from an exempt employee's salary, the Company will promptly reimburse such employee.

2.10 Overtime & Compensation

If you are classified as a non-exempt employee you will receive compensation for overtime as follows:

- All work performed by non-exempt employees in excess of forty (40) hours per week shall be paid for at time and one-half the employee's regular rate of pay. Overtime pay shall not be payable for Saturday work if the employee has not worked forty (40) hours during the work week. Paid time off for vacation and sick days will be considered hours worked for purposes of determining an employee's eligibility for overtime pay in a week.
- All work performed by non-exempt employees on Sunday will be paid at two (2) times the employee's regular rate of pay. There will be no pyramiding of overtime rates.

Non-exempt employees are to obtain approval from their supervisor or other manager prior to working overtime.

C



a brand of aebl schmidt

1615 WISCONSIN AVENUE, NEW HOLSTEIN, WI 53061

920-898-4203

Ryan K. Hunter

Supr: 582

Dept:

Date: 05/03/19

Check : 167818 Amount: 0.00 Note:

Pay Type	Hours	Pay Amt	Pay YTD	Tax Type	Tax Amt	Tax YTD
Regular	40.00	1,050.70	18,912.60	Federal	91.56	1,648.08
				Local-PA24	17.34	312.12
				MedicareEE	13.51	243.18
				SocSec-EE	57.79	1,040.22
				State-PA	32.26	580.68
TOTALS	40.00	1,050.70	18,912.60		212.46	3,824.28

Deduction	Ded Amt	Ded YTD	Reference
Dr. Deposit	718.58	12,934.44	M&T Bank
Dental	12.98	233.64	Dental-Low Employee/Spouse
Medical-F	102.18	1,839.24	Medical-Employee/Spouse
Occ Pr Tax	1.00	18.00	LST
Vision	3.50	63.00	Vision-Limited Family
TOTALS	838.24	15,088.32	

Vacation Taken: 0.00 Remaining: 0.00 Sick Taken: 0.00 Remaining: 0.00

Check Date: 05/03/19 No: 167818 Amount: *****0.00

** VOID **** VOID **** VOID **** VOID **** VOID **** VOID **** VOID **** VOID **

Pay to the order of Ryan K. Hunter
828 Ruben Kehrner Road
Muncy PA 17756

Case ID: 190900662

D

Pay Period		Base Rate	Overtime Pay	Overtime @ 75 hours per week
Week Ending	Friday, February 05, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, February 12, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, February 19, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, February 26, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, March 04, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, March 11, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, March 18, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, March 25, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, April 01, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, April 08, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, April 15, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, April 22, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, April 29, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, May 06, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, May 13, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, May 20, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, May 27, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, June 03, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, June 10, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, June 17, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, June 24, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, July 01, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, July 08, 2016	\$25.00	\$37.50	\$1,312.50
Week Ending	Friday, July 15, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, July 22, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, July 29, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, August 05, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, August 12, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, August 19, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, August 26, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, September 02, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, September 09, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, September 16, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, September 23, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, September 30, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, October 07, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, October 14, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, October 21, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, October 28, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, November 04, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, November 11, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, November 18, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, November 25, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, December 02, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, December 09, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, December 16, 2016	\$25.75	\$38.63	\$1,351.88

Week Ending	Friday, December 23, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, December 30, 2016	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, January 06, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, January 13, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, January 20, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, January 27, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, February 03, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, February 10, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, February 17, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, February 24, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, March 03, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, March 10, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, March 17, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, March 24, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, March 31, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, April 07, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, April 14, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, April 21, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, April 28, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, May 05, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, May 12, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, May 19, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, May 26, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, June 02, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, June 09, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, June 16, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, June 23, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, June 30, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, July 07, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, July 14, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, July 21, 2017	\$25.75	\$38.63	\$1,351.88
Week Ending	Friday, July 28, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, August 04, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, August 11, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, August 18, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, August 25, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, September 01, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, September 08, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, September 15, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, September 22, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, September 29, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, October 06, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, October 13, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, October 20, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, October 27, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, November 03, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, November 10, 2017	\$26.55	\$39.83	\$1,393.88

Week Ending	Friday, November 17, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, November 24, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, December 01, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, December 08, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, December 15, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, December 22, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, December 29, 2017	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, January 05, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, January 12, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, January 19, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, January 26, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, February 02, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, February 09, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, February 16, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, February 23, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, March 02, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, March 09, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, March 16, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, March 23, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, March 30, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, April 06, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, April 13, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, April 20, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, April 27, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, May 04, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, May 11, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, May 18, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, May 25, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, June 01, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, June 08, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, June 15, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, June 22, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, June 29, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, July 06, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, July 13, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, July 20, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, July 27, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, August 03, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, August 10, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, August 17, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, August 24, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, August 31, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, September 07, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, September 14, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, September 21, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, September 28, 2018	\$26.55	\$39.83	\$1,393.88
Week Ending	Friday, October 05, 2018	\$26.55	\$39.83	\$1,393.88

Week Ending	Friday, October 12, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, October 19, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, October 26, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, November 02, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, November 09, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, November 16, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, November 23, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, November 30, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, December 07, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, December 14, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, December 21, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, December 28, 2018	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, January 04, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, January 11, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, January 18, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, January 25, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, February 01, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, February 08, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, February 15, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, February 22, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, March 01, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, March 08, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, March 15, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, March 22, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, March 29, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, April 05, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, April 12, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, April 19, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, April 26, 2019	\$27.32	\$40.98	\$1,434.30
Week Ending	Friday, May 03, 2019	\$27.32	\$40.98	\$1,434.30

RYAN HUNTER
828 Ruben Kehrre Road
Muncy, PA 17756

Plaintiff,

v.

M-B COMPANIES, INC.
a/k/a
M-B COMPANIES, INC. OF WISCONSIN
79 Montgomery Street
Montgomery, PA 17752

Defendants.

IN THE COURT OF COMMON PLEAS
PHILADELPHIA, PENNSYLVANIA

CIVIL ACTION - LAW

September Term, 2019

Case No: 190900662

VERIFICATION

I, Ryan Hunter, Plaintiff in the above-captioned Action, do hereby verify that the factual allegations set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Date: _____

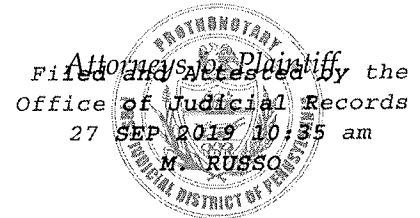
9/26/19

By: _____

Ryan Hunter

Gawthrop Greenwood, PC

By: John E. D. Larkin
Pa. Supreme Court No: 307270
17 East Gay Street, Suite 100
P.O. Box 562
West Chester, PA 19381-0562
(610) 696-8225
(610) 696-7111 (fax)
jlarkin@gawthrop.com



RYAN HUNTER
828 Ruben Kehrre Road
Muncy, PA 17756

Plaintiff,

v.

M-B COMPANIES, INC.
a/k/a
M-B COMPANIES, INC. OF WISCONSIN
79 Montgomery Street
Montgomery, PA 17752

Defendants.

IN THE COURT OF COMMON PLEAS
PHILADELPHIA, PENNSYLVANIA

CIVIL ACTION - LAW

September Term, 2019

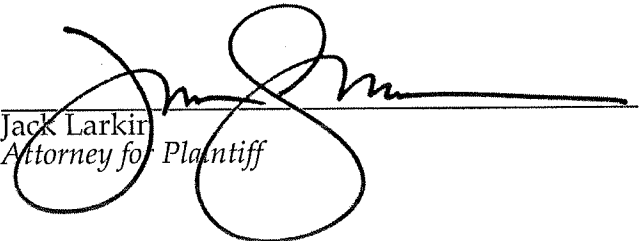
Case No: 190900662

CERTIFICATE OF SERVICE

I, John E. D. Larkin, attorney for Plaintiff, certify that I have this day served a copy of the foregoing Complaint to the above-captioned plaintiff by sending a copy, postage pre-paid, to the following address:

M-B COMPANIES, INC. a/k/a M-B COMPANIES, INC. OF WISCONSIN
79 Montgomery Street
Montgomery, PA 17752

Date: September 27, 2019



Jack Larkin
Attorney for Plaintiff

Case ID: 190900662

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA
FIRST JUDICIAL DISTRICT

Filed and Attested by the
Office of Judicial Records
27 SEP 2019 10:35 am
M. RUSSO

RYAN HUNTER
828 Ruben Kehrre Road
Muncy, PA 17756

Plaintiff,

v.

M-B COMPANIES, INC.
a/k/a
M-B COMPANIES, INC. OF WISCONSIN
79 Montgomery Street
Montgomery, PA 17752

Defendants.

September Term, 2019

Case No: 190900662

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Philadelphia Bar Association
Lawyer Referral
and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Asociacion De Licenciados
De Filadelfia
Servicio De Referencia E
Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197